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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 IRMA CASTRO,

13 Plaintiff,

14 vs.

15 SHARKNINJA OPERATING LLC,

16 Defendant.
17

) Case No. 5:23-cv-00191-SP

) **STIPULATED PROTECTIVE**
) **ORDER**

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19 **1. A. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential,
21 proprietary, or private information for which special protection from public disclosure
22 and from use for any purposes other than prosecuting or defending this litigation may
23 be warranted. Accordingly, Plaintiff Irma Castro and Defendant SharkNinja Operating
24 LLC (individually, a “Party,” or jointly, the “Parties”) hereby stipulate to and petition
25 the Court to enter the following Stipulated Protective Order. The Parties acknowledge
26 that this Order does not confer blanket protections on all disclosures or responses to
27 discovery and that the protection it affords from public disclosure and use extends
28 only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The Parties further acknowledge, as set forth in
2 Section 12.3 below, that this Stipulated Protective Order does not entitle them to file
3 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
4 that must be followed and the standards that will be applied when a Party seeks
5 permission from the court to file material under seal.

6 **B. GOOD CAUSE STATEMENT**

7 This action is also likely to involve business, commercial, trade secrets,
8 financial and/or proprietary information for which protection from public disclosure
9 and from use for any purposes other than prosecution or defense of this action is
10 warranted. Such confidential and proprietary materials and information consist of,
11 among other things, confidential business or financial information, information
12 regarding confidential business practices, or other confidential or commercial
13 information (including information implicating privacy rights of third parties),
14 information otherwise generally unavailable to the public, or which may be privileged
15 or otherwise protected from disclosure under state or federal statutes, court rules, case
16 decisions, or common law.

17 Accordingly, to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately
19 protect information the Parties are entitled to keep confidential, to ensure that the
20 Parties are permitted reasonable necessary uses of such material in preparation for and
21 in the conduct of trial, to address their handling at the end of the litigation, and serve
22 the ends of justice, a protective order for such information is justified in this matter. It
23 is the intent of the Parties that information will only be designated as confidential
24 where there is a good faith belief that it has been maintained in a confidential, non-
25 public manner, and there is good cause why it should not be part of the public record
26 of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement. They include, but are not limited to, written material, electronic data, videotapes and all other tangible items, produced in whatever format (e.g., hard copy, electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape, computer diskette, CD-ROM, DVD, by secure electronic transmission, hard drive or otherwise).

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 **2.9 Non-Party:** any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party
4 to this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 **2.11 Party:** any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 **2.13 Professional Vendors:** persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 **2.14 Protected Material:** any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 **3. SCOPE**

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or extracted
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties
25 or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial will be governed by the orders of the trial
27 judge. This Order does not govern the use of Protected Material at trial.

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order will remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition will be deemed to be the
5 later of (1) dismissal of all claims and defenses in this Action, with or without
6 prejudice; and (2) final judgment herein after the completion and exhaustion of all
7 appeals, rehearings, remands, trials, or reviews of this Action, including the time
8 limits for filing any motions or applications for extension of time pursuant to
9 applicable law.

10 **5. DESIGNATING PROTECTED MATERIAL**

11 **5.1 Exercise of Restraint and Care in Designating Material for**
12 **Protection**. Each Party or Non-Party that designates information or items for
13 protection under this Order must take care to limit any such designation to specific
14 material that qualifies under the appropriate standards. The Designating Party must
15 designate for protection only those parts of material, documents, items, or oral or
16 written communications that qualify so that other portions of the material, documents,
17 items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating Party
23 to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 **5.2 Manner and Timing of Designations**. Except as otherwise provided in
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1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
9 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
10 portion or portions of the material on a page qualifies for protection, the Producing
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and before
16 the designation, all of the material made available for inspection will be deemed
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
18 copied and produced, the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order. Then, before producing the
20 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
21 to each page that contains Protected Material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in depositions that the Designating Party (i) identify
26 the Disclosure or Discovery Material on the record, before the close of the deposition
27 all protected testimony, or (ii) by written notice served on counsel of record within
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thirty (30) business days after the receipt of the draft or final transcript (whichever is received earlier) of such proceeding (as used herein, the term “draft transcript” does not include an ASCII or rough transcript). However, before such thirty (30) day period expires, all testimony, exhibits and transcripts of depositions or other testimony shall be treated as Protected Documents. All portions of transcripts not designed as Confidential within the time frame provided herein shall be deemed not confidential.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process under Local Rule 37.1 et seq. If a Challenging Party disagrees with the designation of any document or information, the Challenging Party will notify the Designating Party by email and identify the challenged document(s) with specificity, including Bates-number(s) where available, and the specific grounds for the objection

1 to the designation.

2 **6.3** The burden of persuasion in any such challenge proceeding will be on the
 3 Designating Party. Frivolous challenges, and those made for an improper purpose
 4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 5 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
 6 withdrawn the confidentiality designation, all parties will continue to afford the
 7 material in question the level of protection to which it is entitled under the Producing
 8 Party's designation until the Court rules on the challenge.

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
 11 disclosed or produced by another Party or by a Non-Party in connection with this
 12 Action only for prosecuting, defending, or attempting to settle this Action. Such
 13 Protected Material may be disclosed only to the categories of persons and under the
 14 conditions described in this Order. When the Action has been terminated, a Receiving
 15 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
 17 location and in a secure manner that ensures that access is limited to the persons
 18 authorized under this Order.

19 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless
 20 otherwise ordered by the court or permitted in writing by the Designating Party, a
 21 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
 22 only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 24 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
 25 disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of the
 27 Receiving Party to whom disclosure is reasonably necessary for this Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and who have
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (g) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the
12 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
13 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
14 not be permitted to keep any confidential information unless they sign the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
16 by the Designating Party or ordered by the court. Pages of transcribed deposition
17 testimony or exhibits to depositions that reveal Protected Material may be separately
18 bound by the court reporter and may not be disclosed to anyone except as permitted
19 under this Stipulated Protective Order;

20 (i) any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions;

22 (j) with respect to documents designated as “CONFIDENTIAL” attorneys
23 representing Plaintiff(s) and the experts and non-attorney consultants retained by such
24 attorneys, in other cases pending against SharkNinja Operating LLC involving
25 pressure cookers with claims that they are defective, provided no disclosure shall be
26 made to any expert or consultant who is employed by a competitor of SharkNinja
27 Operating LLC; and

1 (k) each such executed Acknowledgment and Agreement to Be Bound
2 (Exhibit A) shall be submitted to counsel for SharkNinja Operating LLC at the
3 termination of this litigation or upon order of the Court requiring production,
4 whichever comes first.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
6 **IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification will
11 include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena or
14 order is subject to this Protective Order. Such notification will include a copy of this
15 Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued
17 by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order will not produce any information designated in this action
20 as “CONFIDENTIAL” before a determination by the court from which the subpoena
21 or order issued, unless the Party has obtained the Designating Party’s permission. The
22 Designating Party will bear the burden and expense of seeking protection in that court
23 of its confidential material and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
25 directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party will:

- (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking

1 protection in this court of its Protected Material.

2 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 4 Protected Material to any person or in any circumstance not authorized under this
 5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 6 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 7 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 8 persons to whom unauthorized disclosures were made of all the terms of this Order,
 9 and (d) request such person or persons to execute the “Acknowledgment and
 10 Agreement to Be Bound” that is attached hereto as Exhibit A.

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
 14 inadvertently produced material is subject to a claim of privilege or other protection,
 15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 17 may be established in an e-discovery order that provides for production without prior
 18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 19 parties reach an agreement on the effect of disclosure of a communication or
 20 information covered by the attorney-client privilege or work product protection, the
 21 parties may incorporate their agreement in the stipulated protective order submitted to
 22 the court.

23 **12. MISCELLANEOUS**

24 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
 25 person to seek its modification by the Court in the future.

26 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
 27 Protective Order no Party waives any right it otherwise would have to object to
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1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information in
9 the public record unless otherwise instructed by the court.

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
17 must submit a written certification to the Producing Party (and, if not the same person
18 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
19 category, where appropriate) all the Protected Material that was returned or destroyed
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries or any other format reproducing or capturing any of the
22 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
24 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
25 attorney work product, and consultant and expert work product, even if such materials
26 contain Protected Material. Any such archival copies that contain or constitute
27 Protected Material remain subject to this Protective Order as set forth in Section 4
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1 (DURATION).

2 14. Any willful violation of this Order may be punished by civil or criminal
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
4 authorities, or other appropriate action at the discretion of the Court.

5 15. This Order shall be binding upon the Parties hereto, upon their attorneys, and
6 upon the Parties' and their attorneys' successors, executors, personal representatives,
7 administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees,
8 agents, independent contractors, or other persons or organizations over which they
9 have control.

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 Dated: July 11, 2023

CARR AND CARR ATTORNEYS

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14 By: /s/ Michael E. Carr

Michael E. Carr
Attorneys for Plaintiff Irma Castro

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16
17 Dated: July 11, 2023

SHOOK, HARDY & BACON L.L.P.

18
19 By: /s/ Ryan J. Williams

Scott D. Kaiser
Ryan J. Williams
Attorneys for Defendant SharkNinja
Operating LLC

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23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 Dated: July 13, 2023



Honorable Sheri Pym
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of Irma Castro v. SharkNinja Operating
LLC, USDC Court No. 5:23-cv-00191-SP. I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____